

1 Paulo B. McKeeby (SBN 00784571)
 2 *Pro Hac Vice Pending*
 2 Email: pmckeeby@reedsmit.com
 REED SMITH LLP
 3 2501 N. Harwood Street
 Suite 1700
 4 Dallas, TX 75201
 Telephone: +1 469 680 4200
 5 Facsimile: +1 469 680 4299

6 Garrett C. Parks (SBN 297971)
 7 Email: gparks@reedsmit.com
 REED SMITH LLP
 8 101 Second Street
 Suite 1800
 9 San Francisco, CA 94105-3659
 Telephone: +1 415 543 8700
 Facsimile: +1 415 391 8269

10 Attorneys for Defendant
 11 TYLER TECHNOLOGIES, INC.

REED SMITH LLP
 A limited liability partnership formed in the State of Delaware

12
 13 UNITED STATES DISTRICT COURT
 14
 NORTHERN DISTRICT OF CALIFORNIA

15 MARIANNE KOHLMANN,
 16 Plaintiff,
 17 vs.
 18 TYLER TECHNOLOGIES, INC., an entity; and
 19 DOES 1 through 25, inclusive,
 20 Defendants.

Case No. _____

**DECLARATION OF GARRETT C. PARKS
 IN SUPPORT OF NOTICE OF REMOVAL
 OF CIVIL ACTION TO THE UNITED
 STATES DISTRICT COURT**

Contra Costa County Superior Court
 Case No.: C20-00008
 State Action Filed: January 6, 2020

23
 24 I, Garrett C. Parks, declare as follows:

25 1. I am an attorney at the law firm Reed Smith LLP, attorneys of record in this action for
 26 Defendant Tyler Technologies, Inc. (“Defendant”). I am licensed to practice law in the State of
 27 California and before this United States District Court. I have personal knowledge of the matters

1 contained in this Declaration. I submit this Declaration in support of Defendant's removal of the
2 civil action to this Court.

3 2. On January 7, 2020, Defendant was served with the Summons and Complaint in the case
4 captioned, *Kohlmann v. Tyler Technologies, Inc., et al.*, Case No. C20-00008, which was filed in the
5 Superior Court of California, County of Contra Costa. This was Defendant's first receipt of the
6 Complaint through any means of purported service.

7 3. On February 5, 2020, Defendant filed an Answer to the Complaint in the Superior Court
8 and simultaneously removed the case to this Court.

9 4. True and correct copies of the Complaint, Answer, Summons, ADR Package, and Civil
10 Cover Sheet are attached as **Exhibit A**, and constitute all process, pleadings, and orders purported to
11 be served in this action.

12 5. A true and correct copy of the Notice to State Court of Removal to Federal Court is
13 attached (without exhibits) as **Exhibit B**.

14 I declare under penalty of perjury under the laws of the United States of America that the
15 foregoing is true and correct to the best of my knowledge. Executed on the 5th day of February,
16 2020, at San Francisco, California.

REED SMITH LLP
A limited liability partnership formed in the State of Delaware



20 Garrett C. Parks

28

EXHIBIT A

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Tyler Technologies, Inc., an entity; and DOES 1 through 25, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Marianne Kohlmann, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: Contra Costa Superior Court
(El nombre y dirección de la corte es):

Wakefield Taylor Courthouse
725 Court Street, Martinez, CA 94533

CASE NUMBER: (Número de Caso) **8**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DATE: **JAN 06 2020** Clerk, by **G. Weber**, Deputy **(Adjunto)**
(Fecha) (Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): **Tyler Technologies, Inc**

under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.80 (authorized person)
 other (specify):

4. by personal delivery on (date)

FILED

2020 JAN -6 P 1:44

KATHY S. KIRK
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
BY 8M-0, W/C, 1/6/2020

1 **JHANS LAW**
2 SIDDHARTH JHANS, SBN 254165
3 2121 North California Blvd, Suite 290
4 Walnut Creek, CA 94596
5 Telephone: (415) 994-2653
6 Email: sid@jhanslaw.com

5 Attorney for Plaintiff
6 **MARIANNE KOHLMANN**

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF CONTRA COSTA**

VERIFIED AND FILED
CASE NUMBERED TO
DEPT 33 FOR ALL
PAPERS

10 MARIANNE KOHLMANN, an individual,

CASE NO.:

C 20 - 00008 -

11 Plaintiff,

[Unlimited Jurisdiction]

12 vs.

13 TYLER TECHNOLOGIES, INC. an entity;
14 and DOES 1 through 25, inclusive,

COMPLAINT FOR DAMAGES

- (1) Discrimination based on Disability and Medical Condition;
- (2) Harassment based on Disability and Medical Condition;
- (3) Failure to Engage in a Good-Faith Interactive Process;
- (4) Failure to Accommodate;
- (5) Retaliation;
- (6) Failure to Prevent Discrimination, Harassment and/or Retaliation;
- (7) Wrongful Termination in Violation of Public Policy;

[JURY TRIAL DEMANDED]

23 COMES NOW the Plaintiff, MARIANNE KOHLMANN ("Plaintiff" or "Ms.
24 Kohlmann"), who hereby respectfully alleges, avers, and complains, as follows:

INTRODUCTION

1. This is an action brought by Plaintiff pursuant to California statutory, decisional, and regulatory laws. Plaintiff was an employee of Defendant TYLER TECHNOLOGIES, INC. ("TYLER").

2. Plaintiff alleges that California statutory, decisional, and regulatory laws prohibit the conduct by Defendants herein alleged, and therefore Plaintiff is entitled to monetary relief on the basis that Defendants violated such statutes, decisional law, and regulations.

JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court by virtue of the California statutes, decisional law, and regulations, and the local rules under the Contra Costa County Superior Court Rules, including those related to wrongful termination.

4. Venue is proper in this Court pursuant to § 395(a) of the California Code of Civil Procedure, because none of the Defendants reside in the state of California, and many of the acts and omissions giving rise to the causes of action stated herein occurred or arose in the County of Contra Costa, State of California.

PARTIES

5. At all times herein mentioned, Plaintiff was a resident of Hercules, California.

6. Defendants are and at all times herein mentioned in this Complaint were, authorized to operate throughout the State of California. Plaintiff's primary work location for defendant, when not traveling, was her home in Hercules, California.

7. TYLER is an employer, as defined by the California Fair Employment and Housing Act, California Government Code section 12900, et seq. (hereafter "FEHA").

8. Plaintiff is informed and believes and thereon alleges that each of the Defendants herein were at all times the agent, employee, or representative of each remaining Defendant and were at all times herein acting within and outside the scope and purpose of said agency and employment. Plaintiff further alleges that as to each Defendant, whether named or referred to as

1 a fictitious name, said Defendants supervised, ratified, controlled, acquiesced in, adopted,
2 directed, substantially participated in, and/or approved the acts, errors, and/or omissions, of each
3 remaining Defendant.

4 9. The true names and capacities of the Defendants named herein as DOES 1 through
5 25, inclusive, whether individual, corporate, partnership, association, or otherwise, are unknown
6 to Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff will request
7 leave of court to amend this Complaint to allege their true names and capacities at such time as
8 they are ascertained.

9 10. Plaintiff is informed and believes that Defendants TYLER and Defendants DOES
10 1 through 25 committed other wrongful acts or omissions of which Plaintiff is presently unaware.
11 Plaintiff shall conduct discovery to identify said wrongful acts, and will seek leave of court to
12 amend this Complaint to add said acts upon discovery.

13 **EXHAUSTION OF REMEDIES**

14 11. Prior to filing this Complaint, Plaintiff fulfilled any legal requirement or exhausted
15 any administrative remedy imposed on her by having filed the substance of claims alleged herein
16 with the California Department of Fair Employment and Housing ("DFEH"), and has received a
17 Right to Sue Letter from the DFEH. Plaintiff has therefore substantially complied with all
18 requirements for the filing of this Complaint and has exhausted her administrative remedies prior
19 to filing, commencing, and serving the within action.

21 **FACTUAL ALLEGATIONS RELEVANT TO ALL CAUSES OF ACTION**

22 12. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
23 as though fully set forth herein, and is informed and believes as follows:

24 13. Ms. Kohlmann was hired by TYLER on May 10, 2018 as an Implementation
25 Consultant, initially reporting to Director Carrie Giesy. Her role involved significant travel and
26 her home office was her residence, from which she worked when she was not traveling.

27 14. As part of her training, Ms. Kohlmann was required to perform several

1 assessments known as facilitations. Ms. Kohlmann's first facilitation took place on June 25,
2 2018. Ms. Kohlmann was given an "acceptable" result for this facilitation.

3 15. Ms. Kohlmann is a breast cancer survivor and regularly gets checked up to ensure
4 that a recurrence of cancer has not occurred. On June 26, 2018, Ms. Kohlmann's oncologist
5 confirmed that she had a recurrence of breast cancer. Ms. Kohlmann was informed that surgery
6 needed to be performed as soon as possible to remove the cancer from her body before it
7 metastasized. In the days following her breast cancer recurrence diagnosis, Ms. Kohlmann
8 experienced significant amount of anxiety and as a result had difficulty sleeping.

9 16. Within a couple of days after learning she had cancer, Ms. Kohlmann informed
10 Ms. Giesy of her diagnosis and that she needed some time off to deal for surgery and healing.
11 Thereafter, Ms. Kohlmann scheduled her breast cancer surgery on August 8, 2018. No one from
12 TYLER, including Ms. Giesy, inquired from Ms. Kohlmann whether she needed any
13 accommodation, including additional time to prepare her second facilitation.

14 17. On July 9, 2018, Ms. Kohlmann was given a topic for her second facilitation,
15 which she was scheduled to give on July 19, 2018 in Maine.

16 18. On July 13, 2018, Ms. Kohlmann's manager Ms. Giesy went on maternity leave
17 and she was told to report to Project Manager Jennifer Cardinale.

18 19. On July 16, 2018, Ms. Kohlmann departed for Maine. On the night of July 18,
20 2019, Andrew Schafer, another Implementation Consultant, who was staying in the hotel room
21 next to Ms. Kohlmann, held a loud party in his room, which combined with the severe anxiety she
22 was already experiencing on account of her cancer recurrence, prevented Ms. Kohlmann from
23 getting any sleep that night.

24 20. Early on the morning of July 19, 2018, Ms. Kohlmann emailed Jennifer Turgeon,
25 the head trainer at Tyler, asking for an accommodation of more time to prepare for her second
26 facilitation in light of severe anxiety she was experiencing after receiving her cancer diagnosis
27 and the lack of sleep she experienced the night before. Ms. Turgeon told Ms. Kohlmann to get
28 some sleep and check back in with her and Kate Wilber from Tyler Human Resources to let them

1 know how she was feeling, at which time they would decide when Ms. Kohlmann would do her
 2 facilitation. Based on this conversation, Ms. Kohlmann gathered that she would be conducting
 3 her facilitation on another day.

4 21. That same morning, Ms. Turgeon emailed Ms. Kohlmann and informed her that
 5 she would need to conduct her facilitation at 3:50 pm that same day. Ms. Kohlmann responded to
 6 Ms. Turgeon's email by explaining that based on her conversation from the morning, she had
 7 understood that she was only supposed to check in at noon and that she would not be presenting
 8 that same day. Ms. Kohlmann indicated that given her health and the circumstances, she would
 9 not be able to conduct the facilitation that same day.

10 22. Shortly after she sent this email, on which Ms. Wilber was copied, Ms. Kohlmann
 11 received a call from Ms. Wilber. In a phone call that lasted approximately seventeen minutes, in
 12 which Ms. Wilber was angry and hostile in tone, Ms. Kohlmann was castigated severely. Ms.
 13 Wilber told Ms. Kohlmann that Tyler had high expectations from its employees, that the
 14 Implementation Consultant role was a difficult role and suggested "in light of your health issues"
 15 such a role "is inconsistent with your career choice." Because Ms. Wilber did not suggest any
 16 particular accommodation, nor another role with Tyler that involved less travel, it was clear to
 17 Ms. Kohlmann that Ms. Wilber was suggesting that Ms. Kohlmann should resign from Tyler.
 18 Ms. Kohlmann quietly and passionately defended herself throughout the call and told Ms. Wilber
 19 that she could not function on no sleep while she had an active breast cancer recurrence. Ms.
 20 Kohlmann explained to Ms. Wilber that her particular health condition caused tumors to grow
 21 quickly, and as a result her cancer was life-threatening, which is what was causing her to
 22 experience very high anxiety and poor sleep.

23 23. Following this conversation, on the evening of July 19, 2018, Ms. Turgeon
 24 emailed Ms. Kohlmann and told her that she spoke with Ms. Wilber and that "due to your illness
 25 we will make an exception" and Ms. Kohlmann would give her facilitation on the morning of July
 26 20, 2018.

27 24. Ms. Kohlmann delivered her second facilitation on July 20, 2018. Trainer:

1 Maureen Gelinas rated Ms. Kohlmann an "Inconsistent." The grade sheet for Ms. Kohlmann's
 2 second facilitation was prefaced with a lengthy note calling attention to the fact that Ms.
 3 Kohlmann needed the facilitation moved "due to her illness."

4 25. On July 27, 2018, Ms. Kohlmann had a "facilitation review" phone call with
 5 Director Scott Parks who inquired from Ms. Kohlmann if there was something that had changed
 6 between the first facilitation and the second. Ms. Kohlmann informed him that she had been
 7 diagnosed with cancer after the first facilitation.

8 26. On August 2, 2018, Ms. Kohlmann emailed her Project Manager, Jennifer
 9 Cardinale to inquire about the proper way to enter her surgery dates on her time card. Ms.
 10 Cardinale forwarded the email to Ms. Wilber to assist. Ms. Wilber did not respond until August
 11 26, 2018, more than two weeks after Ms. Kohlmann's surgery. Ms. Kohlmann figured out how to
 12 fill out the time card on her own.

13 27. On Friday August 3, 2018 at 2:40 pm, after taking the initiative to follow up with
 14 Ms. Gelinas, Ms. Kohlmann received the topic for her third facilitation. Though Ms. Gelinas had
 15 told Ms. Kohlmann that Tyler protocol is to deliver topics for a facilitation one week prior to the
 16 facilitation, Ms. Kohlmann was only given a total of four preparation days, two prior to surgery,
 17 and two days following her return from surgery.

18 28. On August 8, 2018, Ms. Kohlmann had her cancer surgery. Though her physician
 19 advised that Ms. Kohlmann should take at least between two and three weeks off to recuperate
 20 following surgery, against this recommendation, she was given less than a week off and reported
 21 back to work on August 15, 2018. She remained in intense pain for a considerable amount of
 22 time after she was back to work. No one from TYLER asked Ms. Kohlmann whether she needed
 23 any accommodations when she returned to work, including additional time to prepare for her third
 24 facilitation.

25 29. Ms. Kohlmann prepared for the third facilitation on August 6, 7, and on August
 26 15 and 16th, upon her return from surgery. On August 15, 2018, Ms. Kohlmann reviewed the
 27 facilitation with her mentor Aaron Pollock. He approved Ms. Kohlmann's content and
 28

1 communication methods.

2 30. Since revealing her cancer diagnosis to Tyler, and the ensuing conversation with
3 Ms. Wilber on July 19, 2018, Ms. Kohlmann believed that her job with Tyler was in jeopardy. In
4 an effort to show her gratefulness and save her job, following her surgery, on August 17, 2018,
5 Ms. Kohlmann emailed Jonnifer Cardinale and Carrie Giesy informing them that her surgery had
6 concluded and thanked them.

7 31. Despite being in immense pain following her surgery, Ms. Kohlmann performed
8 the third facilitation on August 17, 2018. In stark contrast to other trainees, Ms. Kohlmann was
9 given a complicated topic involving a total of eight points and sub-points, whereas other trainees
10 received two-word topics only. Despite the complexity of the topic, and despite being given less
11 time to prepare than other trainees, Ms. Kohlmann covered all points and sub-points in the
12 presentation, as Ms. Gelinas herself admitted in the grade sheet for the third facilitation. Despite
13 this, Ms. Kohlmann received an "Inconsistent" rating. The grade sheet for third facilitation also
14 made reference to the fact that "not all gestures used" by her were "congruent with message,"
15 which was ostensibly a reference to the involuntary ticks caused by Ms. Kohlmann's Marfan
16 syndrome.

17 32. On August 22, 2018, Ms. Kohlmann emailed Ms. Cardinale to strongly dispute the
18 "Inconsistent" rating she received on her third facilitation. Among the things that Ms. Kohlmann
19 pointed out in disputing the rating she was given was that her topic was a significantly more
20 complex topic than that given to other trainees, but that nonetheless she covered all topics and
21 sub-topics with completeness. Ms. Kohlmann also pointed out that the technical issues that were
22 experienced were due to weak internet connection at the location where she was giving her
23 presentation. Ms. Cardinale responded on August 23, 2018 that she was looking into the points
24 Ms. Kohlmann made, and that she would get back to her. However, Ms. Cardinale never got
25 back to Ms. Kohlmann.

26 33. In between the three facilitations she was given, Ms. Kohlmann was following the
27 instructions given by Ms. Cardinale and Tyler management and was asked on "shadow" other
28

1 employees to client locations, including Glendale, California and Hanford, California. Though
 2 Ms. Kohlmann was in severe pain from the seven large incisions she had as a result of her cancer
 3 surgery, she nonetheless made these trips so as not to displease Tyler. During one such trip, Ms.
 4 Kohlmann was told by one of the senior consultants with whom she traveled that it was likely that
 5 she would be terminated because of her health issues, since she was aware of others who were
 6 adversely treated during their employment with Tyler. This person relayed to Ms. Kohlmann the
 7 story of another Tyler Implementation Consultant who was a very tall individual and was treated
 8 adversely by some of the trainers for simply being very tall.

9 34. On September 10, 2018, Ms. Kohlmann was given a written "Performance
 10 warning" by Mr. Parks and told that she would have to do another facilitation and be graded
 11 higher or would be terminated. Ms. Kohlmann noticed that Mr. Parks had given her only one day
 12 of preparation time between receiving the topic for the facilitation and actually performing the
 13 facilitation. This was again, in stark contrast to Tyler's policy of giving other trainees the topic
 14 for the facilitation one week prior to the facilitation, as Ms. Gelinas had previously informed Ms.
 15 Kohlmann. Though Ms. Kohlmann asked for more time to prepare for the final presentation,
 16 pointing out that Tyler's protocol is to give a week of preparation time, Mr. Parks refused.

17 35. On September 13, 2018, Ms. Kohlmann was in severe pain and nearly passed out
 18 at a client site she was at in Hanford, California during one of her business trips. Ms. Kohlmann
 19 suspected that the incision on her back from which a skin graft was taken following her breast
 20 surgery may have become infected as it had become sore and hot. Ms. Kohlmann called Ms.
 21 Cardinale and informed her of the medical complications she was undergoing as a result of her
 22 cancer surgery, including the severe pain she was in from the skin grafts and stitches. Due to the
 23 severe pain she was in, Ms. Kohlmann could not fly and sought permission to stay overnight in
 24 Hanford, California. After speaking with Mr. Parks, Ms. Cardinale, informed Ms. Kohlmann she
 25 could fly home the next day. Neither Mr. Parks nor Ms. Cardinale, nor any either TYLER
 26 employee asked Ms. Kohlmann whether she needed an accommodation to recover from the post-
 27 surgical complications she was experiencing, including whether she needed any additional time to
 28

1 prepare for her fourth facilitation.

2 36. On September 20 2018, Ms. Kohlmann had her fourth facilitation. At the outset of
3 this facilitation, Ms. Kohlmann noted that she was given less than 24 hours to prepare for the
4 facilitation after receiving the topic, in marked contrast to Tyler's protocol of offering other
5 trainees one week to prepare following receipt of the topic. Tyler rated Ms. Kohlmann an
6 "Inconsistent" on the fourth assessment and terminated her on September 25, 2018.

7 37. Prior to filing this Complaint, Plaintiff fulfilled any legal requirement or exhausted
8 any administrative remedy imposed on her by having filed the substance of claims alleged herein
9 with the California Department of Fair Employment and Housing ("DFEH") and has received a
10 Right to Sue Letter from the DFEH. Plaintiff has therefore substantially complied with all the
11 requirements for the filing of this Complaint and has exhausted her administrative remedies prior
12 to filing, commencing, and serving the within action.

13

14 **FIRST CAUSE OF ACTION**

15

16 **DISCRIMINATION BASED ON DISABILITY AND MEDICAL CONDITION**
(Against All Defendants)

17 38. As a separate and distinct cause of action, Plaintiff complains and re-alleges all of
18 the allegations in the paragraphs above as though fully set forth herein, excepting those
19 allegations which are inconsistent with this cause of action.

20 39. At all times relevant herein, Government Code § 12940(a) was in full force and
21 effect, and was binding upon Defendants. Said section makes it unlawful for an employer to
22 discriminate against an employee on the basis of a disability and/or medical condition.

23 40. At all times mentioned herein, Plaintiff performed the essential job duties of her
24 position above or beyond levels which were expected of her.

25 41. As more fully set forth above, Plaintiff suffered from a serious and chronic
26 medical condition and disability, namely breast cancer, and post-surgical complications from
27 surgery to remove the cancer. Plaintiff's medical condition and disability limited her ability to

1 perform major life activities. Defendant knew and/or treated Plaintiff as if she suffered from
2 disabilities and serious medical conditions that limited her ability to perform major life activities
3 as set forth in this Complaint.

4 42. As set forth more fully above, Defendants discriminated against and took several
5 adverse employment actions against Plaintiff due to her actual or perceived disability including
6 having its HR personnel castigate her and tell her that her health issues were inconsistent
7 with her career with Defendant, giving her more complicated facilitation topics than other
8 trainees, giving her less time to prepare for facilitations than other trainees, failing to timely
9 initiate the interactive process in good faith after being on notice that she may need an
10 accommodation and/or further accommodation, including additional time to prepare for
11 facilitations, and failing to provide her with an adequate accommodation in the form of a longer
12 leave of absence which would have allowed her to properly recover following breast cancer
13 surgery, giving her "Inconsistent" grades on facilitations for spurious reasons, placing her on
14 spurious PIP less than a month after her surgery, and ultimately terminating her employment.

15 43. Plaintiff is informed and believes that her disability and medical condition was a
16 substantial motivating factor in Defendants' decision to terminate Plaintiff's employment and the
17 other adverse employment actions taken against her, because Defendant was aware that Plaintiff
18 had a history of breast cancer and was experiencing post-surgical complications from her cancer
19 surgery, and it did not want to undertake its obligations to provide reasonable accommodations as
20 required under the FEHA regulations, including offering her additional time to prepare for
21 facilitations, and a further leave of absence.

22 44. As a proximate result of the wrongful conduct of Defendants, and each of them,
23 Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
24 benefits in an amount to be determined at trial according to proof.

25 45. As a proximate result of the wrongful conduct of Defendants, and each of them,
26 Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to
27 Plaintiff's damage in an amount to be determined at trial according to proof.

46. In doing the acts herein alleged, Defendants, and each of them, acted with oppression, fraud, and malice, and in conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages pursuant to California Civil Code §3294 in an amount to be determined at trial according to proof.

47. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses, and is entitled to reasonable attorney's fees and costs of suit as provided in Government Code § 12965(b), to be determined at trial according to proof.

SECOND CAUSE OF ACTION

**HARASSMENT BASED ON DISABILITY AND MEDICAL CONDITION
(Against All Defendants)**

48. As a separate and distinct cause of action, Plaintiff complains and re-alleges all of the allegations in the paragraphs above as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

49. At all times herein, Government Code §12940(j) was in full force and effect, and was binding upon Defendants. It provides that it is unlawful for an employer to harass an individual because of the individual's protected status, including because of a disability and/or a medical condition.

50. At all times mentioned herein, Plaintiff performed the essential job duties of her position above and beyond levels which were expected of her.

51. As more fully set forth above, Plaintiff suffered from a serious and chronic medical condition and disability, namely breast cancer, and post-surgical complications from surgery to remove the cancer. Plaintiff's medical condition and disability limited her ability to perform major life activities. Defendant knew and/or treated Plaintiff as if she suffered from disabilities and serious medical conditions that limited her ability to perform major life activities as set forth in this Complaint.

52. As set forth more fully above, Defendants harassed and took several adverse employment actions against Plaintiff due to her actual or perceived disability including having its

1 HR personnel castigate her and tell her that her health issues were inconsistent with her
2 career with Defendant, giving her more complicated facilitation topics than other trainees, giving
3 her less time to prepare for facilitations than other trainees, failing to timely initiate the interactive
4 process in good faith after being on notice that she may need an accommodation and/or further
5 accommodation, including additional time to prepare for facilitations, and failing to provide her
6 with an adequate accommodation in the form of a longer leave of absence which would have
7 allowed her to properly recover following breast cancer surgery, giving her "Inconsistent" grades
8 on facilitations for spurious reasons, placing her on spurious PIP less than a month after her
9 surgery, and ultimately terminating her employment.

10 53. Plaintiff is informed and believes that her disability and medical condition was a
11 substantial motivating factor in Defendants' decision to terminate Plaintiff's employment and the
12 other adverse employment actions taken against her, because Defendant was aware that Plaintiff
13 had a history of breast cancer and was experiencing post-surgical complications from her cancer
14 surgery, and it did not want to undertake its obligations to provide reasonable accommodations as
15 required under the FEHA regulations, including offering her additional time to prepare for
16 facilitations, and a further leave of absence.

17 54. As a proximate result of the wrongful conduct of Defendants, and each of them,
18 Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
19 benefits in an amount to be determined at trial according to proof.

20 55. As a proximate result of the wrongful conduct of Defendants, and each of them,
21 Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to
22 Plaintiff's damage in an amount to be determined at trial according to proof.

23 56. In doing the acts herein alleged, Defendants, and each of them, acted with
24 oppression, fraud, and malice, and in conscious disregard of Plaintiff's rights and Plaintiff is
25 therefore entitled to punitive damages pursuant to California Civil Code §3294 in an amount to be
26 determined at trial according to proof.

27 57. Plaintiff has also incurred and continues to incur attorney's fees and legal
28

1 expenses, and is entitled to reasonable attorney's fees and costs of suit as provided in Government
2 Code § 12965(b), to be determined at trial according to proof.
3

4 **THIRD CAUSE OF ACTION**
5

6 **FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS**
7 (Against All Defendants)
8

9 58. As a separate and distinct cause of action, Plaintiff complains and re-alleges all of
10 the allegations in the paragraphs above as though fully set forth herein, excepting those
11 allegations which are inconsistent with this cause of action.
12

13 59. At all times relevant herein, Government Code § 12940(n) was in full force and
14 effect, and was binding upon Defendants. Said section and its implementing regulations, provide
15 that it is unlawful for an employer to fail to engage in a timely, good faith, interactive process
16 with an employee to determine effective reasonable accommodations where an employer
17 becomes aware of the possible need for an accommodation through a third party, by observation,
18 or because the employee has exhausted leave for the employee's own serious health condition
19 under the CFRA and/or FMLA leave provisions.
20

21 60. As more fully set forth above, Plaintiff suffered from a serious and chronic
22 medical condition and disability, namely breast cancer, and post-surgical complications from
23 surgery to remove the cancer. Plaintiff's medical condition and disability limited her ability to
24 perform major life activities. Defendant knew and/or treated Plaintiff as if she suffered from
25 disabilities and serious medical conditions that limited her ability to perform major life activities
26 as set forth in this Complaint.
27

28 61. At all times mentioned herein, Plaintiff desired a reasonable accommodation in the
form of additional time to prepare for her facilities following her cancer diagnosis, her surgery
and post-surgical complications; a leave of absence of two to three weeks following surgery as
recommended by her physician so that she could properly recover and return to work without
being in immense pain; and a leave of absence to recuperate from the post-surgical complications
she was undergoing. Such accommodations would have likely been effective in allowing Plaintiff
29

1 to recover so that she could return to work without being in immense pain, having her wounds
 2 infected and/or her stitches at risk of rupture. At no time would the performance of the functions
 3 of the employment position, with the aforementioned reasonable accommodation for Plaintiff's
 4 disability and medical condition, have been a danger to Plaintiff's or any other person's health or
 5 safety, nor would it have created an undue hardship to the operation of Defendants' business.
 6

7 62. At all times material to this Complaint, Plaintiff was willing to participate in an
 8 interactive process to determine whether reasonable accommodation could be made so that she
 9 would be able to perform the essential job requirements for her position or any other positions for
 which she was eligible.

10 63. Defendant failed to participate in a timely good-faith interactive process with
 11 Plaintiff to determine whether she needed additional time to prepare for her facilitations,
 12 additional time beyond the one week it gave her following her surgery to recuperate, and any
 13 accommodations, including a leave of absence, to recuperate from her post-surgical
 14 complications. Instead, it took several adverse employment actions against Plaintiff due to her
 15 actual or perceived disability including having its HR personnel castigate her and tell her that her
 16 that her health issues were inconsistent with her career with Defendant, giving her more
 17 complicated facilitation topics than other trainees, giving her less time to prepare for facilitations
 18 than other trainees, failing to timely initiate the interactive process in good faith after being on
 19 notice that she may need an accommodation and/or further accommodation, including additional
 20 time to prepare for facilitations, and failing to provide her with an adequate accommodation in the
 21 form of a longer leave of absence which would have allowed her to properly recover following
 22 breast cancer surgery, giving her "Inconsistent" grades on facilitations for spurious reasons,
 23 placing her on spurious PIP less than a month after her surgery, and ultimately terminating her
 24 employment.

25 64. As a proximate result of the wrongful conduct of the Defendant, and each of them,
 26 Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
 27 benefits in an amount according to proof at the time of trial.
 28

65. As a proximate result of the wrongful conduct of Defendants, and each of them, Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to Plaintiff's damage in an amount according to proof at the time of trial.

66. In doing the acts herein alleged, Defendants, and each of them, acted with oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive damages pursuant to California Civil Code §3294 in an amount to be determined at trial according to proof.

67. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses, and is entitled to reasonable attorney's fees and costs of suit as provided in Government Code § 12965(b), to be determined at trial according to proof.

FOURTH CAUSE OF ACTION

**FAILURE TO ACCOMMODATE DISABILITY AND MEDICAL CONDITION
(Against All Defendants)**

68. As a separate and distinct cause of action, Plaintiff complains and re-alleges all of the allegations in the paragraphs above as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

69. At all times relevant herein, Government Code § 12940(m) was in full force and effect, and was binding upon Defendants. Said section and its implementing regulations provides that it is unlawful for an employer to fail to make reasonable accommodations for the known disability of an employee.

70. As more fully set forth above, Plaintiff suffered from a serious and chronic medical condition and disability, namely breast cancer, and post-surgical complications from surgery to remove the cancer. Plaintiff's medical condition and disability limited her ability to perform major life activities. Defendant knew and/or treated Plaintiff as if she suffered from disabilities and serious medical conditions that limited her ability to perform major life activities as set forth in this Complaint.

71. At all times mentioned herein, Plaintiff desired a reasonable accommodation in the

1 form of additional time to prepare for her facilitations following her cancer diagnosis, her surgery
 2 and post-surgical complications; a leave of absence of two to three weeks following surgery as
 3 recommended by her physician so that she could properly recover and return to work without
 4 being in immense pain; and a leave of absence to recuperate from the post-surgical complications
 5 she was undergoing. Such accommodations would have likely been effective in allowing Plaintiff
 6 to recover so that she could return to work without being in immense pain, having her wounds
 7 infected and/or her stitches at risk of rupture. At no time would the performance of the functions
 8 of the employment position, with the aforementioned reasonable accommodation for Plaintiff's
 9 disability and medical condition, have been a danger to Plaintiff's or any other person's health or
 10 safety, nor would it have created an undue hardship to the operation of Defendants' business.
 11

12 72. As set forth more fully above, Defendants failed to offer Plaintiff reasonable
 13 accommodations, including additional time to prepare for her facilitations, additional time beyond
 14 the one week it gave her following her surgery to recuperate, and any accommodations, including
 15 a leave of absence, to recuperate from her post-surgical complications. Instead, it took several
 16 adverse employment actions against Plaintiff due to her actual or perceived disability including
 17 having its HR personnel castigate her and tell her that her health issues were inconsistent
 18 with her career with Defendant, giving her more complicated facilitation topics than other
 19 trainees, giving her less time to prepare for facilitations than other trainees, failing to timely
 20 initiate the interactive process in good faith after being on notice that she may need an
 21 accommodation and/or further accommodation, including additional time to prepare for
 22 facilitations, and failing to provide her with an adequate accommodation in the form of a longer
 23 leave of absence which would have allowed her to properly recover following breast cancer
 24 surgery, giving her "Inconsistent" grades on facilitations for spurious reasons, placing her on
 25 spurious PIP less than a month after her surgery, and ultimately terminating her employment.
 26

27 73. As a proximate result of the wrongful conduct of Defendants, and each of them,
 28 Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
 benefits in an amount according to proof at the time of trial.

74. As a proximate result of the wrongful conduct of Defendants, and each of them, Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to Plaintiff's damage in an amount according to proof at the time of trial.

75. In doing the acts herein alleged, Defendants, and each of them, acted with oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive damages pursuant to California Civil Code §3294 in an amount to be determined at trial according to proof.

76. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses, and is entitled to reasonable attorney's fees and costs of suit as provided in Government Code § 12965(b), to be determined at trial according to proof.

FIFTH CAUSE OF ACTION

RETALIATION
(Against All Defendants)

77. As a separate and distinct cause of action, Plaintiff complains and re-alleges all of the allegations in the paragraphs above as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

78. As more fully set forth above, Plaintiff suffered from a serious and chronic medical condition and disability, namely breast cancer, and post-surgical complications from surgery to remove the cancer. Plaintiff's medical condition and disability limited her ability to perform major life activities. Defendant knew and/or treated Plaintiff as if she suffered from disabilities and serious medical conditions that limited her ability to perform major life activities as set forth in this Complaint.

79. At all times mentioned herein, Plaintiff desired a reasonable accommodation in the form of additional time to prepare for her facilities following her cancer diagnosis, her surgery and post-surgical complications; a leave of absence of two to three weeks following surgery as recommended by her physician so that she could properly recover and return to work without being in immense pain; and a leave of absence to recuperate from the post-surgical complications.

1 she was undergoing. Such accommodations would have likely been effective in allowing Plaintiff
 2 to recover so that she could return to work without being in immense pain, having her wounds
 3 infected and/or her stitches at risk of rupture. At no time would the performance of the functions
 4 of the employment position, with the aforementioned reasonable accommodation for Plaintiff's
 5 disability and medical condition, have been a danger to Plaintiff's or any other person's health or
 6 safety, nor would it have created an undue hardship to the operation of Defendants' business.
 7

80. Plaintiff had engaged in protective activities by exercising her right to an
 reasonable accommodation for her serious medical condition and disability under FEHA.

81. As a result of Plaintiff's exercise of the above protective activities, Defendants
 retaliated against Plaintiff by subjecting her to adverse employment actions, including but not
 limited to, having its HR personnel castigate her and tell her that her health issues were
 inconsistent with her career with Defendant, giving her more complicated facilitation topics than
 other trainees, giving her less time to prepare for facilitations than other trainees, failing to timely
 initiate the interactive process in good faith after being on notice that she may need an
 accommodation and/or further accommodation, including additional time to prepare for
 facilitations, and failing to provide her with an adequate accommodation in the form of a longer
 leave of absence which would have allowed her to properly recover following breast cancer
 surgery, giving her "Inconsistent" grades on facilitations for spurious reasons, placing her on
 spurious PIP less than a month after her surgery, and ultimately terminating her employment.

82. As a proximate result of the wrongful conduct of Defendants, and each of them,
 Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
 benefits in an amount according to proof at the time of trial.

83. As a proximate result of the wrongful conduct of Defendants, and each of them,
 Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to
 Plaintiff's damage in an amount according to proof at the time of trial.

84. In doing the acts herein alleged, Defendants, and each of them, acted with
 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is

1 therefore entitled to punitive damages pursuant to California Civil Code §3294 in an amount to be
2 determined at trial according to proof.

3 85. Plaintiff has also incurred and continues to incur attorney's fees and legal
4 expenses, and is entitled to reasonable attorney's fees and costs of suit as provided in Government
5 Code § 12965(b), to be determined at trial according to proof.

6 **SIXTH CAUSE OF ACTION**

7 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND/OR RETALIATION**
(Against All Defendants)

8 86. As a separate and distinct cause of action, Plaintiff complains and re-alleges all of
9 the allegations in the paragraphs above as though fully set forth herein, excepting those
10 allegations which are inconsistent with this cause of action.

11 87. Government Code § 12940(k) was in full force and effect, and was binding upon
12 Defendants and provides as follows: "It shall be an unlawful employment practice, [f]or an
13 employer...to fail to take all reasonable steps necessary to prevent discrimination and harassment
14 from occurring."

15 88. Plaintiff was subjected to discrimination, harassment, and retaliation because she
16 engaged in protective activities by requesting a reasonable accommodation in the form of a leave
17 of absence for her own serious and chronic medical condition, namely breast cancer.

18 89. As alleged herein, Defendants failed to take any appropriate remedial measures to
19 prevent the above-mentioned discrimination and harassment from occurring. Instead, Defendants
20 discriminated, harassed, and retaliated against Plaintiff for asserting her protected rights,
21 including by having its HR personnel castigate her and tell her that her health issues were
22 inconsistent with her career with Defendant, giving her more complicated facilitation topics than
23 other trainees, giving her less time to prepare for facilitations than other trainees, failing to timely
24 initiate the interactive process in good faith after being on notice that she may need an
25 accommodation and/or further accommodation, including additional time to prepare for
26 facilitations, and failing to provide her with an adequate accommodation in the form of a longer
27

1 leave of absence which would have allowed her to properly recover following breast cancer
2 surgery, giving her "Inconsistent" grades on facilitations for spurious reasons, placing her on
3 spurious PIP less than a month after her surgery, and ultimately terminating her employment.
4

5 90. By failing to take all reasonable steps to prevent discrimination and harassment
from occurring, Defendants violated Government Code § 12940(k).
6

7 91. As a proximate result of the wrongful conduct of Defendants, and each of them,
Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
8 benefits in an amount according to proof at the time of trial.
9

10 92. As a proximate result of the wrongful conduct of Defendants, and each of them,
Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to
11 Plaintiff's damage in an amount according to proof at the time of trial.
12

13 93. In doing the acts herein alleged, Defendants, and each of them, acted with
oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is
14 therefore entitled to punitive damages pursuant to California Civil Code §3294 in an amount to be
determined at trial according to proof.
15

16 94. Plaintiff has also incurred and continues to incur attorney's fees and legal
expenses, and is entitled to reasonable attorney's fees and costs of suit as provided in Government
17 Code § 12965(b), to be determined at trial according to proof.
18

19 **SEVENTH CAUSE OF ACTION**
20

21 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
(Against All Defendants)

22 95. As a separate and distinct cause of action, Plaintiff complains and re-alleges all of
23 the allegations in the paragraphs above as though fully set forth herein, excepting those
24 allegations which are inconsistent with this cause of action.
25

26 96. By reason of the aforementioned conduct and circumstances, Defendants and each
27 of them violated the fundamental public policies of the State of California, as set forth in
California Government Code § 12940.
28

1 97. The discharge of Plaintiff by Defendants violates fundamental principles of public
 2 policy in that there is a substantial and fundamental policy against terminating employees for
 3 unlawful purposes, including on account of an employee's own disability or serious medical
 4 condition, for requesting a reasonable accommodation for a disability and/or medical condition,
 5 and for exercising rights under the Constitution and laws of the State of California.

6 98. On or about September 25, 2018, Defendants wrongfully terminated Plaintiff's
 7 employment. Plaintiff is informed and believes that her employment was terminated because of
 8 her being part of multiple protected classifications and engaging in protected activities: Namely,
 9 on account of her own disability or serious medical condition, and for requesting a reasonable
 10 accommodation for a disability and/or medical condition,

11 99. In doing the acts described herein, Defendants deprived Plaintiff of prospective
 12 career and employment opportunities, as well as other benefits, by failing to perform its duties to
 13 administer and apply all State and local laws, procedures and regulations.

14 100. As a proximate result of Defendants' willful, despicable, and intentional conduct
 15 towards Plaintiff, Plaintiff has sustained substantial losses in earnings and other employment
 16 benefits.

17 101. As a proximate result of Defendants' willful, despicable, and intentional conduct
 18 towards Plaintiff, Plaintiff has suffered and continues to suffer humiliation, and emotional
 19 distress; the amount of such damages to be determined by proof at trial.

20 102. Plaintiff is informed and believes and thereon alleges that Defendants and their
 21 managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently,
 22 and oppressively, with the wrongful intention of injuring Plaintiffs and acted with an improper
 23 and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's
 24 rights. Moreover, Defendants, and their managers, officers, and/or directors authorized or ratified
 25 the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
 26 malice. In light of Defendants' willful, knowing, malicious, and discriminatory conduct towards
 27 Plaintiff, Plaintiff seeks an award of punitive and exemplary damages in an amount to be
 28

determined at trial according to proof, according to California Civil Code § 3294.

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them as follows:

1. For damages according to proof, including loss of earnings, deferred compensation, overtime, and other employment benefits;
2. For prejudgment interest on lost wages and benefits;
3. For general damages, according to proof;
4. For other special damages according to proof, including, but not limited to, reasonable medical expenses;
5. For all damages and penalties available for violations of the FEHA and the Government Code;
6. For punitive damages on each cause of action for which they are awardable, according to proof;
7. For costs incurred by Plaintiff, including reasonable attorneys' fees and costs of suit, in obtaining the benefits due Plaintiff and for violations of Plaintiff's civil rights as set forth above;
8. For reinstatement of Plaintiff to the positions she would have held absent Defendants' wrongful actions;
9. For interest at the legal rate from the date of injury or pursuant to Code of Civil Procedure § 3287; and
10. For such other and further relief as the Court deems just and proper.

1
2 Dated: January 6, 2020

JHANS LAW

3
4 Siddharth Jhans
5 Attorneys for Plaintiff,
6 MARIANNE KOHLMANN

7
8 **DEMAND FOR JURY TRIAL**

9
10 Plaintiff hereby respectfully demands a jury trial on all issues so triable.

11
12 Dated: January 6, 2020

JHANS LAW

13 Siddharth Jhans
14 Attorneys for Plaintiff,
15 MARIANNE KOHLMANN

SUPERIOR COURT - MARTINEZ
COUNTY OF CONTRA COSTA
MARTINEZ, CA, 94553

KOHLMANN VS TYLER TECHNOLOGIES

NOTICE OF CASE MANAGEMENT CONFERENCE

CIVMSC20-00008

1. NOTICE: THE CASE MANAGEMENT CONFERENCE HAS BEEN SCHEDULED FOR:

DATE: 05/22/20 DEPT: 33 TIME: 8:30

THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, A BLANK CASE MANAGEMENT CONFERENCE QUESTIONNAIRE, AND A BLANK STIPULATION FORM ARE TO BE SERVED ON OPPOSING PARTIES. ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT OR THEIR ATTORNEY OF RECORD MUST APPEAR.

2. You may stipulate to an earlier Case Management Conference. If all parties agree to an early Case Management Conference, please contact the Court Clerk's Office at (925) 608-1000 for Unlimited Civil and Limited Civil cases for assignment of an earlier date.

3. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference and to discuss the suitability of this case for the EASE Program, private mediation, binding or non-binding arbitration, and/or use of a Special Master.

4. At any Case Management Conference the court may make pretrial orders including the following:

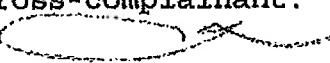
- a. an order establishing a discovery schedule
- b. an order referring the case to arbitration
- c. an order transferring the case to limited jurisdiction
- d. an order dismissing fictitious defendants
- e. an order scheduling exchange of expert witness information
- f. an order setting subsequent conference and the trial date
- g. an order consolidating cases
- h. an order severing trial of cross-complaints or bifurcating issues
- i. an order determining when demurrers and motions will be filed

SANCTIONS

If you do not file the Case Management Conference Questionnaire or attend the Case Management Conference or participate effectively in the Conference, the court may impose sanctions (including dismissal of the case and payment of money).

Clerk of the Superior Court of Contra Costa County
I declare under penalty of perjury that I am not a party to this
action, and that I delivered or mailed a copy of this notice to the
person representing the plaintiff/cross-complainant.

Dated: 01/06/20


D. WEBER
Deputy Clerk of the Court

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Siddharth Jhans, Esq. (SBN 234165) Jhans Law 2121 North California Blvd, Suite 290 Walnut Creek, CA 94596 TELEPHONE NO (415) 994-2653	
ATTORNEY FOR (Name) Marianne Kohlmann	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Contra Costa STREET ADDRESS 725 Court Street MAILING ADDRESS 725 Court Street CITY AND ZIP CODE Martinez, CA 94533 BRANCH NAME Wakefield Taylor Courthouse	

FOR COURT USE ONLY

2020 JAN -b P 1:43

KATE PARKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
W. DR. D'ANGELO, CLERK

CASE NAME:
Marianne Kohlmann v. Tyler Technologies, Inc., et al.

CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER
<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		<input type="checkbox"/> Counter <input type="checkbox"/> Joiner Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	200-00008-
			JUDGE: DEPT.

Items 1-6 below must be completed (see Instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (16)	<input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Antitrust/Trade regulation (13) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Real Property	Insurance coverage claims arising from the above listed provisionally complex case types (41)
<input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (46) <input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment
Non-PI/PD/WD (Other) Tort	Unlawful Detainer	<input type="checkbox"/> Enforcement of judgment (20) <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (26) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<input type="checkbox"/> Other complaint (not specified above) (42) <input type="checkbox"/> Partnership and corporate governance (21)
Employment	Judicial Review	<input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)
<input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)		

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify):

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 01/06/2020

Siddharth Jhans, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete Items 1 through 6 on the sheet. In Item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in Item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in Item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties In Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties In Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in Items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)–Personal Injury/Property

Damage/Wrongful Death

Uninsured Motorist (46) (*If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)

Asbestos Property Damage

Asbestos Personal Injury/

Wrongful Death

Product Liability (*not asbestos or toxic/environmental*) (24)

Medical Malpractice (45)

Medical Malpractice--

Physicians & Surgeons

Other Professional Health Care

Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)

Intentional Infliction of

Emotional Distress

Negligent Infliction of

Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)

Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)

Defamation (e.g., slander, libel) (13)

Fraud (16)

Intellectual Property (10)

Professional Negligence (26)

Legal Malpractice

Other Professional Malpractice (*not medical or legal*)

Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)

Other Employment (15)

CASE TYPES AND EXAMPLES

Contract

Breach of Contract/Warranty (06)

Breach of Rental/Lease

Contract (*not unlawful detainer or wrongful eviction*)

Contract/Warranty Breach–Seller

Plaintiff (*not fraud or negligence*)

Negligent Breach of Contract/

Warranty

Other Breach of Contract/Warranty

Collections (e.g., money owed, open book accounts) (09)

Collection Case–Seller Plaintiff

Other Promissory Note/Collections

Case

Insurance Coverage (*not provisionally complex*) (18)

Auto Subrogation

Other Coverage

Other Contract (37)

Contractual Fraud

Other Contract Dispute

Real Property

Eminent Domain/Inverse

Condemnation (14)

Wrongful Eviction (33)

Other Real Property (e.g., quiet title) (26)

Writ of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)

Residential (32)

Drugs (38) (*If the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Writ of Mandamus (02)

Writ–Administrative Mandamus

Writ–Mandamus on Limited Court

Case Matter

Writ–Other Limited Court Case

Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal–Labor

Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (20)

Environmental/Toxic Tort (30)

Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)

Abstract of Judgment (Out of County)

Confession of Judgment (*non-domestic relations*)

Sister State Judgment

Administrative Agency Award (*not unpaid taxes*)

Petition/Certification of Entry of Judgment on Unpaid Taxes

Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)

Other Complaint (*not specified above*) (42)

Declaratory Relief Only

Injunctive Relief Only (*non-harassment*)

Mechanics Lien

Other Commercial Complaint (*Case (non-tort/non-complex)*)Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate

Governance (21)

Other Petition (*not specified above*) (43)

Civil Harassment

Workplace Violence

Elder/Dependent Adult Abuse

Election Contest

Petition for Name Change

Petition for Relief From Late Claim

Other Civil Petition

Superior Court of California, County of Contra Costa

UNLIMITED JURISDICTION

Civil Actions

PACKET

What you will find in this packet:

- Interpreter Request (MC-300e&s)
- Notice To Plaintiffs (CV-655a-INFO)
- Notice To Defendants (CV-655d-INFO)
- ADR Case Management Stipulation and Order (CV-655b)
- Case Management Statement (CM-110)
- Alternative Dispute Resolution (ADR) Information (CV-655c-INFO)

You Can Get Court Forms *FREE* at: www.cc-courts.org/forms

Superior Court of California, County of Contra Costa

Interpreter Request

If you need an interpreter, please complete the form below and submit it to any Filing Window or courtroom.

Case Number: _____

Case Type:

<input type="checkbox"/> Criminal	<input type="checkbox"/> Small Claims – (\$10,000 or less)
<input type="checkbox"/> Traffic	<input type="checkbox"/> Civil - <input type="checkbox"/> \$25,000 <input type="checkbox"/> over \$25,000
<input type="checkbox"/> Civil Harassment	<input type="checkbox"/> Civil – Other _____
<input type="checkbox"/> Conservatorship	<input type="checkbox"/> Family Law
<input type="checkbox"/> Proceedings to terminate parental rights	<input type="checkbox"/> Unlawful Detainer
<input type="checkbox"/> Dependent Adult Abuse	<input type="checkbox"/> Guardianship
<input type="checkbox"/> Juvenile	<input type="checkbox"/> Elder Abuse

Party Requesting Interpreter: _____

Is interpreter for a witness? Yes No

Phone Number(s) where party can be reached: _____

Date of Hearing: _____ Time of Hearing: _____

Department: _____ Location: Martinez Pittsburg Richmond Walnut Creek

Language Needed: Spanish Mandarin Cantonese Vietnamese

Other: _____

To avoid the risk that your hearing will have to be postponed, please submit this form a minimum of one week in advance.

Current information about this program is available at our website:
www.cc-courts.org/interpreter

Superior Court of California, County of Contra Costa

Solicitud Para Intérprete

Si necesita un intérprete, favor completar este formulario y presentarlo en cualquier ventanilla para archivar documentos o con la secretaría del tribunal.

Número de Caso: _____

Tipo de Caso:

<input type="checkbox"/> Criminal	<input type="checkbox"/> Demanda Civil ~ (\$10,000 o menos)
<input type="checkbox"/> Tráfico	<input type="checkbox"/> Demanda Civil - <input type="checkbox"/> \$25,000 <input type="checkbox"/> más de \$25,000
<input type="checkbox"/> Acoso Civil	<input type="checkbox"/> Civil – otro tipo _____
<input type="checkbox"/> Conservador	<input type="checkbox"/> Casos de Familia
<input type="checkbox"/> Casos para Terminar Derechos de Madre o Padre	<input type="checkbox"/> Juicio de Desalojo
<input type="checkbox"/> Abuso de Adultos Incapacitados	<input type="checkbox"/> Tutela
<input type="checkbox"/> Tribunal de Menores	<input type="checkbox"/> Abuso de Personas Mayores

Persona que Necesita Intérprete: _____

Marque aquí si esta persona es un testigo

Número Telefónico: _____

Fecha de la Audiencia Judicial: _____ Hora: _____

Departamento: _____ Ciudad: Martinez Pittsburg Richmond Walnut Creek

Idioma Solicitado: Español Mandarín Cantonés Vietnamita

Otro Idioma: _____

Para evitar la posibilidad que su audiencia sea aplazada, favor de presentar este formulario al menos una semana antes de la fecha de su audiencia.

Información actualizada acerca de este servicio se encuentra en nuestra página web:
www.cc-courts.org/interpreter

Superior Court of California, County of Contra Costa

NOTICE TO PLAINTIFFS

In Unlimited Jurisdiction Civil Actions

AFTER YOU FILE YOUR COURT CASE:

1. **Have the forms the clerk gives you served on all defendants in this case:**
 - a. The Complaint
 - b. The Summons
 - c. The Notice of Case Management Conference (shows hearing date and time)
 - d. The Notice to Defendants (Local Court Form CV-655d-INFO)
 - e. Blank: Case Management Statement (Judicial Council Form GM-110)
 - f. Blank: Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days (Local Court Form CV-655b)
 - g. Alternative Dispute Resolution (ADR) Information (Local Court Form CV-655c-INFO)
2. Within 60 days of the date you filed the complaint **you must prove that the forms have been served on (delivered to) the defendants correctly by filing the Proof of Service form (POS-010) (completed by the person who did the service) with the court.**
3. **Go to the case management conference on the date indicated on The Notice of Case Management Conference.**
4. **Consider using mediation, arbitration, or neutral case evaluation (ADR) to resolve the dispute.** All parties must answer questions about ADR on the Case Management Statement form. For more information, see the enclosed ADR information, visit www.cc-courts.org/adr, or email adrweb@contracosta.courts.ca.gov.
5. **You may delay the first case management conference while you try to resolve the dispute in ADR.** If all parties agree to use ADR, complete and file the Stipulation and Order to Attend ADR and Continue First Case Management Conference 90 Days form to tell the court you want to use this option.

All civil actions (*except juvenile, probate, family, unlawful detainer, extraordinary writ, and asset forfeiture*¹) and personal injury cases where a party is claiming damages² must meet the Civil Trial Delay Reduction time limits for filing documents and moving their cases forward. These time limits are listed in California Rule of Court 3.110 and Local Court Rules, Title Three. If parties miss these deadlines, a Judge might issue an order (*Order to Show Cause*) for them to explain in court why they should not have to pay a fine or have their case dismissed.

VIEW LOCAL COURT RULES AT: (WWW.CC-COURTS.ORG/RULES)

¹ *Health and Safety Code §11470 et seq.*

² *Including claims for emotional distress and/or wrongful death.*

Superior Court of California, County of Contra Costa

NOTICE TO DEFENDANTS
In Unlimited Jurisdiction Civil Actions

YOU ARE BEING SUED. The packet you have been served should contain:

- a. The Summons
- b. The Complaint
- c. The Notice of Case Management (shows hearing date and time)
- d. Blank: Case Management Statement (Judicial Council Form CM-110)
- e. Blank: Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days (Local Court Form CV-655b)
- f. Alternative Dispute Resolution (ADR) Information (Local Court Form CV-655c-INFO)

WHAT DO I DO NOW?

You must:

1. **Prepare your response** YOU COULD LOSE YOUR CASE—even before it is heard by a judge or before you can defend yourself, if you do not prepare and file a response on time. See the other side of this page for types of responses you can prepare.
2. **Complete the Case Management Statement (CM-110)**
3. **File and serve your court papers on time** Once your court forms are complete, you must file 1 original and 2 copies of the forms at court. An adult who is NOT involved in your case must serve one set of forms on the Plaintiff. If you were served in person you must file your response in 30 days. If the server left a copy of the papers with an adult living at your home or an adult in charge at your work or you received a copy by mail you must file your response in 40 days.
4. **Prove you served your court papers on time** by having your server complete a *Proof of Service*, (Judicial Council form POS-040), that must be filed at the court within 60 days.
5. **Go to court on the date and time given in the Notice of Case Management Conference.**
6. **Consider trying to settle your case before trial** If you and the other party to the case can agree to use mediation, arbitration or neutral case evaluation, the *Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days* can be filed with your other papers. For more information read the enclosed ADR information, visit www.cc-courts.org/adr, or email adrweb@contracosta.courts.ca.gov.

IMPORTANT! The court recommends consulting an attorney for all or part of your case. While you may represent yourself, lawsuits can be complicated, and the court cannot give you legal advice.

COURT FEES: You must pay court fees the first time you file your papers. If you also file a motion, you must pay another fee. If you cannot afford the fees, you may ask the court to waive (allow you not to pay) fees. Use Judicial Council forms FW-001-INFO [information sheet]; FW-001 [application]; and FW-003 [order].

COURT FORMS: Buy forms at the Law Library (1020 Ward Street, Martinez, CA) or download them for free at: www.courtinfo.ca.gov/forms/

WHAT KIND OF RESPONSES CAN I FILE?

1. If you disagree with some or all of what the plaintiff says in the complaint because you believe, or know it is not true, you can file an ANSWER.
2. If you have a claim in the same case against the plaintiff, you may file a CROSS-COMPLAINT.
3. If you want to ask the court to do something on your behalf, you may file a MOTION (See TYPES OF MOTIONS below)

HOW DO I PREPARE AN ANSWER?

There are two kinds of Answers you can use, depending on whether the Complaint was verified. You can tell if a Complaint is verified because it says "Verified Complaint" and/or has a signed oath on the last page.

For complaints that are NOT verified:

Use Judicial Council form PLD-050 – General Denial

For complaints that ARE verified:

- a. For personal injury, property damage, and wrongful death claims, use Judicial Council PLD-PI-003 (do not check number 2).
- b. For contract claims, use Judicial Council PLD-C-010 (do not check number 3a).
- c. Be sure to deny every claim with which you disagree. For example, you might write: "I believe, or know, that the information in paragraph #__ is untrue/incorrect." Continue your list until you have addressed each paragraph in the Complaint.

NOTE: The Judicial Council Answer forms have spaces for your affirmative defenses. Be sure to include them or you may not be able to use them later. To find out what your affirmative defenses might be, go to the law library and ask the librarian to help you find the information you need.

If you want to file a Cross-Complaint, you must do so at the same time you file the Answer.

- a. For a personal injury, property damage, and/or wrongful death Cross-Complaint, use Judicial Council form PLD-PI-002.
- b. For a contract Cross-Complaint, use Judicial Council PLD-C-001.

TYPES OF MOTIONS

Written motions are documents that ask the court to do something. You may have to file an Answer at the same time. At this point in the case, you can only make Motions from the following list:

1. Demurrer (*the facts stated in the complaint are wrong, or the deadline to file the lawsuit has passed*);
2. Motion to Strike (*the complaint is unclear; does not follow the law, "doesn't matter", etc.*);
3. Motion to Transfer (*the complaint is in the wrong court or there's a more appropriate court*);
4. Motion to Quash Service of Summons (*you were not legally served*);
5. Motion to Stay (*put the case on hold*); or
6. Motion to Dismiss (*stops the case*).

NOTE: Motions are very complicated and you may want to hire a lawyer to help you.

WHERE CAN I GET MORE HELP?

- Lawyer Referral Service: (925) 825-5700
- Bay Area Legal Aid: (800) 551-5554
- Contra Costa County Law Library Martinez: (925) 646-2783 Richmond: (510) 374-3019
- Ask the Law Librarian: www.247ref.org/portal/access_law3.cfm

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA**

Plaintiff(s) / Cross Plaintiff(s)

vs.

ADR Case Management Stipulation and Order
(Unlimited Jurisdiction Civil Cases)

Defendant(s) / Cross Defendant(s)

CASE NO: _____

- ▶ ALL PARTIES STIPULATING TO ADR AND DELAYING THEIR CASE MANAGEMENT CONFERENCE 90 DAYS MUST SUBMIT THE ORDER FOR THE JUDGE'S SIGNATURE AND FILE THIS FORM AT LEAST 15 DAYS BEFORE THEIR CASE MANAGEMENT CONFERENCE. (NOT AVAILABLE IN COMPLEX LITIGATION CASES.)
- ▶ PARTIES MUST ALSO SEND A COPY OF THIS FILED STIPULATION AND ORDER TO THE ADR OFFICE: EMAIL adrweb@contracosta.courts.ca.gov FAX: (925) 608-2109 MAIL: P.O. BOX 911, MARTINEZ, CA 94553

Counsel and all parties agree to delay their case management conference 90 days to attend ADR and complete pre-ADR discovery as follows:

1. Selection and scheduling for Alternative Dispute Resolution (ADR):

- a. The parties have agreed to ADR as follows:
 - i. Mediation (Court-connected Private)
 - ii. Arbitration (Judicial Arbitration (non-binding) Private (non-binding) Private (binding))
 - iii. Neutral case evaluation
- b. The ADR neutral shall be selected by (date): _____ (no more than 14 days after filing this form)
- c. ADR shall be completed by (date): _____ (no more than 90 days after filing this form)

2. The parties will complete the following discovery plan:

- a. Written discovery: (Additional page(s) attached)
 - i. Interrogatories to:
 - ii. Request for Production of Documents to:
 - iii. Request for Admissions to:
 - iv. Independent Medical Evaluation of:
 - v. Other: _____
- b. Deposition of the following parties or witnesses: (Additional page(s) attached)
 - i. _____
 - ii. _____
 - iii. _____
- c. No Pre-ADR discovery needed

3. The parties also agree: _____

4. Counsel and self-represented parties represent they are familiar with and will fully comply with all local court rules related to ADR as provided in Title Three; Chapter 5, will pay the fees associated with these services, and understand that if they do not, without good cause, comply with this stipulation and all relevant local court rules, they may be subject to sanctions.

Counsel for Plaintiff (print)

Fax _____

Counsel for Defendant (print)

Fax _____

Signature _____

Signature _____

Counsel for Plaintiff (print)

Fax _____

Counsel for Defendant (print)

Fax _____

Signature _____

Signature _____

Pursuant to the Stipulation of the parties, and subject to the Case Management Order to be filed, IT IS SO ORDERED that the Case Management Conference set for _____ is vacated and rescheduled for _____ at _____ (8:30 a.m. / _____). Plaintiff / Plaintiff's counsel must notify all parties of the new case management conference.

Dated: _____

Judge of the Superior Court

CM-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):		FOR COURT USE ONLY
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:		
CASE MANAGEMENT STATEMENT (Check one): <input type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)		CASE NUMBER:
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court (If different from the address above): <input type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): _____		

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties (answer one):**
 - a. This statement is submitted by party (name): _____
 - b. This statement is submitted jointly by parties (names): _____
2. **Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)**
 - a. The complaint was filed on (date): _____
 - b. The cross-complaint, if any, was filed on (date): _____
3. **Service (to be answered by plaintiffs and cross-complainants only)**
 - a. All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. The following parties named in the complaint or cross-complaint
 - (1) have not been served (specify names and explain why not): _____
 - (2) have been served but have not appeared and have not been dismissed (specify names): _____
 - (3) have had a default entered against them (specify names): _____
 - c. The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served): _____
4. **Description of case**
 - a. Type of case in complaint cross-complaint (Describe, including causes of action): _____

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. Jury or nonjury trial

The party or parties request a jury trial a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. Trial date

a. The trial has been set for (date):
 b. No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):

c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):

7. Estimated length of trial

The party or parties estimate that the trial will take (check one):

a. days (specify number):
 b. hours (short causes) (specify):

8. Trial representation (to be answered for each party)

The party or parties will be represented at trial by the attorney or party listed in the caption by the following:

a. Attorney:
 b. Firm:
 c. Address:
 d. Telephone number:
 e. E-mail address:
 Additional representation is described in Attachment B.

f. Fax number:
 g. Party represented:

9. Preference

This case is entitled to preference (specify code section):

10. Alternative dispute resolution (ADR)

a. ADR Information package. Please note that different ADR processes are available in different courts and communities; read the ADR Information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel has has not provided the ADR Information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party has has not reviewed the ADR Information package identified in rule 3.221.

b. Referral to judicial arbitration or civil action mediation (if available).

(1) This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1776 et seq. (specify exemption):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (check all that apply and provide the specified information):

	The party or parties completing this form are willing to participate in the following ADR processes (check all that apply):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (specify):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

11. Insurance

a. Insurance carrier, if any, for party filing this statement (name):
 b. Reservation of rights: Yes No
 c. Coverage issues will significantly affect resolution of this case (explain):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

Bankruptcy Other (specify):

Status:

13. Related cases, consolidation, and coordination

a. There are companion, underlying, or related cases.

(1) Name of case:
 (2) Name of court:
 (3) Case number:
 (4) Status:

Additional cases are described in Attachment 13a.
 b. A motion to consolidate coordinate will be filed by (name party):

14. Bifurcation

The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (specify moving party, type of motion, and reasons):

15. Other motions

The party or parties expect to file the following motions before trial (specify moving party, type of motion, and issues):

16. Discovery

a. The party or parties have completed all discovery.
 b. The following discovery will be completed by the date specified (describe all anticipated discovery):

Party	Description	Date
-------	-------------	------

c. The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (specify):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

17. Economic litigation

- a. This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

 Additional signatures are attached.



**CONTRA COSTA COUNTY SUPERIOR COURT
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION**

All judges in the Civil Trial Delay Reduction Program agree that parties should consider using Alternative Dispute Resolution (ADR) to settle their cases. To tell the court you will use ADR:

- Choose ADR on the *Case Management Form (CM-110)*;
- File a *Stipulation and Order to Attend ADR and Continue First Case Management Conference 90-Days* (local court form); or
- Agree to ADR at your first court appearance.

Questions? Email adrweb@contracosta.courts.ca.gov or call (925) 608-2075

MEDIATION

Mediation is often faster and less expensive than going to trial. Mediators help people who have a dispute talk about ways they can settle their case. Parties email, fax or visit the ADR Programs office to get a list of mediators. After parties have agreed on a mediator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the mediator at least 5 court days before mediation starts.

ALL parties and attorneys must go to mediation. Mediation can be held whenever and wherever the parties and the mediator want, as long as they finish before the court deadline. In some kinds of court cases, parties have the chance to mediate in the courthouse on their trial day.

Most mediators begin by talking with the parties together, helping them focus on the important issues. The mediator may also meet with each party alone. Mediators often ask parties for their ideas about how to settle the case. Some mediators tell the parties how much money they think a case is worth, or tell them what they think might happen if the case went to trial. Other mediators help the parties decide these things for themselves. No matter what approach a mediator takes, decisions about settling a case can only be made when all the parties agree.

If the parties go through the court ADR program, mediators do not charge fees for the first half hour spent scheduling or preparing for mediation. They also do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediators regular fees. Some mediators ask for a deposit before mediation starts. Mediators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the mediation. A party whose court fees have been waived (cancelled) may ask if their mediation fees or deposit can be waived.

If parties agree about how they will settle their case, they can choose to keep it private, write it up as a contract, or ask the judge to make it a court order. What parties say and agree to in mediation is confidential (private).

PRIVATE MEDIATION

Private mediation works in the same way as judicial mediation, but the parties do not go through the ADR Programs office. Parties choose a mediator on their own, and pay the mediator's normal fees.

JUDICIAL ARBITRATION (non-binding)

In judicial arbitration, an independent attorney (arbitrator) looks at the evidence, listens to the parties and their witnesses, and decides how the case will be settled. Judicial arbitration is less formal than court. Parties email, fax or visit the ADR Programs office to get a list of arbitrators. If they cannot agree on an arbitrator, the court will assign one. The judge can send cases to arbitration if there is less than \$50,000 in dispute. The person who started the court case can make sure the case goes to arbitration if they agree to limit the amount they are asking for to \$50,000. Parties can also agree they want to use judicial arbitration. The arbitrator must send their decision (award) to the court within 10 days of the last hearing. The award becomes a court judgment unless a party asks the court to review the case within 60 days. Parties must use the ADR-102 form to ask for a new court hearing (called a trial de novo.) Judicial arbitrators charge \$150 per case or per day.

PRIVATE ARBITRATION (non-binding and binding)

Private, non-binding arbitration is the same as judicial arbitration, except that the parties do not go through the ADR Programs office to choose an arbitrator, and the arbitrator's award will not become a judgment of the court unless all parties agree. Parties must pay the arbitrator's normal fees.

Binding arbitration is different from judicial or private non-binding arbitration because the arbitrator's decision is final. Parties give up their right to have a judge review their case later (except for reasons listed in California Code of Civil Procedure, Section 1286.2.) Binding arbitration rules are listed in California Code of Civil Procedure, Sections 1280-1288.8. Parties may also agree any time before the judge has made a decision that ends the case to switch to binding arbitration. Parties choose the arbitrator on their own, and must pay the arbitrator's normal (not \$150) fees.

SETTLEMENT MENTOR CONFERENCE

Settlement mentors are independent, experienced trial attorneys that a judge has assigned to help parties look for ways to settle their case. The conference is free and is held in the courthouse. It is often held on the morning of trial, but it can be scheduled anytime. These conferences usually last two or three hours. Parties do not present evidence and do not call witnesses. Parties can ask the settlement mentor to keep some information confidential (private) from the other party, but not from the judge. The settlement mentor can share any information with the judge, or involve the judge in settlement discussions. All principals, clients, and claims representatives must attend the settlement mentor conference.

NEUTRAL CASE EVALUATION

In neutral case evaluation, an independent attorney (evaluator) reviews documents and listens to each party's side of the case. The evaluator then tells the parties what they think could happen if the case went to trial. Many people use the evaluator's opinion to reach an agreement on their own, or use this information later in mediation or arbitration to settle their case.

Parties email, fax or visit the ADR Programs office to get a list of evaluators. After parties have agreed on an evaluator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the evaluator at least 5 court days before evaluation starts. ALL parties and their attorneys must go to neutral case evaluation. The evaluation can be held whenever and wherever the parties and the evaluator want, as long as they finish before the court deadline. If the parties go through the court's ADR program, evaluators do not charge any fees for the first half hour spent scheduling or preparing for the evaluation conference. They also do not charge fees for the first two hours of the evaluation. If parties need more time, they must pay that evaluators regular fees. Some evaluators ask for a deposit before evaluation starts. Evaluators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the evaluation. A party whose court fees have been waived (cancelled) may ask if their evaluation fees or deposit can be waived.

TEMPORARY JUDGE

Some parties want a trial, but want to choose who will decide the case and when the trial will take place. Parties can agree on an attorney that they want the court to appoint as a temporary judge for their case. (See Article 6, Section 21 of the State Constitution and Rule 2.830 of the California Rules of Court.) Temporary judges have nearly the same authority as a superior court judge to conduct a trial and make decisions. As long as the parties meet the court deadline, they can schedule the trial at their own and the temporary judge's convenience.

Each of the temporary judges on the court's panel has agreed to serve at no charge for up to 5 court days. If the parties need more time, they must pay that person's regular fees. All parties and their lawyers must attend the trial, and provide a copy of all briefs or other court documents to the temporary judge at least two weeks before the trial. These trials are similar to other civil trials, but are usually held outside the court. The temporary judge's decision can be appealed to the superior court. There is no option for a jury trial. The parties must provide their own court reporter.

SPECIAL MASTER

A special master is a private lawyer, retired judge, or other expert appointed by the court to help make day-to-day decisions in a court case. The special master's role can vary, but often includes making decisions that help the discovery (information exchange) process go more smoothly. He or she can make decisions about the facts in the case. Special masters can be especially helpful in complex cases. The trial judge defines what the special master can and cannot do in a court order.

Special masters often issue both interim recommendations and a final report to the parties and the court. If a party objects to what the special master decides or reports to the court, that party can ask the judge to review the matter. In general, the parties choose (by stipulation) whom they want the court to appoint as the special master, but there are times (see California Code of Civil Procedure Section 639), when the court may appoint a special master or referee without the parties' agreement. The parties are responsible to pay the special master's regular fees.

COMMUNITY MEDIATION SERVICES

Mediation Services are available through non-profit community organizations. These low-cost services are provided by trained volunteer mediators. For more information about these programs contact the ADR Program at adrweb@contracosta.courts.ca.gov

1 Garrett C. Parks (SBN 297971)
2 Email: gparks@reedsmith.com
REED SMITH LLP
101 Second Street
3 Suite 1800
4 San Francisco, CA 94105-3659
Telephone: +1 415 543 8700
Facsimile: +1 415 391 8269
5
6 Attorneys for Defendant
TYLER TECHNOLOGIES, INC.
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

MARIANNE KOHLMANN,
Plaintiff,
vs.
TYLER TECHNOLOGIES, INC., an entity; and
DOES 1 through 25, inclusive,
Defendants.

Case No. C20-00008

**DEFENDANT TYLER TECHNOLOGIES,
INC.'S ANSWER TO COMPLAINT**

Complaint Filed: January 6, 2020

17 Defendant Tyler Technologies, Inc. ("Tyler" or "Defendant"), responds to the Complaint filed
18 by Plaintiff Marianne Kohlmann ("Plaintiff") as follows:

GENERAL DENIAL

20 Pursuant to the provisions of Section 431.30 of the California Code of Civil Procedure,
21 Defendant denies, both generally and specifically, each and every allegation, matter or complaint
22 contained in the Complaint and the whole thereof, and further specifically denies that Plaintiff has
23 been injured or damaged in any sum whatsoever or is entitled to any relief in any form, whether
24 legal or equitable, from Defendant.

AFFIRMATIVE DEFENSES

26 Defendant alleges the following separate and distinct defenses and affirmative defenses
27 without conceding that Defendant necessarily bears the burden of proof or persuasion:
28

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

3 1. The Complaint, and each cause of action therein, fails to allege facts sufficient to state
4 a cause of action against Defendant.

SECOND AFFIRMATIVE DEFENSE

(Waiver)

2. Plaintiff's claims are barred by the equitable doctrine of waiver.

THIRD AFFIRMATIVE DEFENSE

(Estoppel)

3. Plaintiff's claims are barred by the equitable doctrine of estoppel.

FOURTH AFFIRMATIVE DEFENSE

(Laches)

4. Plaintiff's claims are barred by the equitable doctrine of laches.

FIFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

5. Plaintiff's claims are barred by the equitable doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

(Statutes of Limitation)

19 6. Plaintiffs' claims are barred, in whole or in part, by the operation of the applicable
20 statutes of limitation including, but not limited to, California Government Code § 12960 and 12965,
21 California Code of Civil Procedure § 335.1, California Code of Civil Procedure section 340 and the
22 California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, California
23 Business and Professions Code § 17208, and all other applicable limitations, statutes and
24 requirements.

SEVENTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative Remedies)

27 7. Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to exhaust
28 administrative remedies under the California Fair Employment and Housing Act ("FEHA"),

1 Government Code §§ 12900 *et seq.*, the California Private Attorneys General Act, California Labor
 2 Code §§ 2698, *et seq.*, or any other applicable statute.

3 **EIGHTH AFFIRMATIVE DEFENSE**

4 **(At-Will Employment)**

5 Plaintiff's claims, as alleged in the Complaint, are barred because the term of her
 6 employment was unspecified and therefore terminable at will, with or without cause, pursuant to
 7 California Labor Code § 2922.

8 **NINTH AFFIRMATIVE DEFENSE**

9 **(Termination for Cause)**

10 If it is found that Plaintiff's employment was not terminable at-will, with or without
 11 cause, then Defendant alleges that any decision with respect to Plaintiff was made for good cause.

12 **TENTH AFFIRMATIVE DEFENSE**

13 **(No Causation)**

14 Plaintiff is barred, in whole or in part, from recovering from Defendant on any of her
 15 claims because there is no causal relationship between any damages alleged to have been suffered
 16 and any act of Defendant.

17 **ELEVENTH AFFIRMATIVE DEFENSE**

18 **(No Disability)**

19 Plaintiff's claims for disability discrimination are barred, in whole or in part, because
 20 she is not and was not a qualified individual with an actual or perceived disability.

21 **TWELFTH AFFIRMATIVE DEFENSE**

22 **(Bona Fide Occupational Qualification)**

23 Plaintiff's causes of action are barred because Defendant's decisions related to her
 24 were based on a bona fide occupational qualification.

25 **THIRTEENTH AFFIRMATIVE DEFENSE**

26 **(Undue Hardship)**

27 Plaintiff's causes of action are barred because her proposed accommodations would
 28 create an undue hardship as to the operation of Tyler's business.

FOURTEENTH AFFIRMATIVE DEFENSE**(Failure to Participate in Interactive Process in Good Faith)**

14. Plaintiff's causes of action are barred because she obstructed or otherwise failed to
4 participate in the interactive process in good faith.

FIFTEENTH AFFIRMATIVE DEFENSE**(No Reasonable Accommodations Sought)**

15. Plaintiff's claims for disability discrimination are barred because reasonable
8 accommodations were neither sought by Plaintiff nor required.

SIXTEENTH AFFIRMATIVE DEFENSE**(Performing Essential Functions)**

16. Plaintiff's claims for disability discrimination are barred, in whole or in part, because
11 she was unable to perform the essential duties of her position, with or without reasonable
12 accommodation, and/or could not perform her job in a manner that would not endanger her health or
13 safety or the health and safety of others.

SEVENTEENTH AFFIRMATIVE DEFENSE**(Legitimate and Nondiscriminatory Considerations)**

17. All actions taken by Defendant with regard to Plaintiff were based solely upon
18 legitimate, non-discriminatory considerations and non-retaliatory reasons.

EIGHTEENTH AFFIRMATIVE DEFENSE**(Avoidable Consequences *McGinnis*)**

18. One or more of Plaintiff's claims for relief is subject to the doctrine of avoidable
22 consequences because Defendant exercised reasonable care to prevent and correct any alleged
23 discrimination or retaliation and Plaintiff unreasonably failed to use Defendant's preventative or
24 corrective measures.

NINETEENTH AFFIRMATIVE DEFENSE**(Failure to Mitigate)**

19. Any alleged damages that Plaintiff could recover must be eliminated or reduced by her failures to mitigate damages.

TWENTIETH AFFIRMATIVE DEFENSE

(Contribution)

20. Defendant alleges that the injuries and/or damages alleged by Plaintiff were proximately caused by, occurred, and/or were contributed to by Plaintiff's own acts or failures to act.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Workers' Compensation Exclusivity)

21. Plaintiff is barred in whole or in part from seeking any damages from purported physical or emotional injuries suffered as a result of her employment and termination in that the sole and exclusive remedy in this respect is governed by the California Workers' Compensation Act, Labor Code §§ 3200 *et seq.*

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Judicial Estoppel)

22. Plaintiff's claim for disability discrimination is barred, in whole or in part, by the doctrine of judicial estoppel to the extent she has requested and received benefits based on representations of an inability to perform the essential functions of her job.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(No Punitive Damages)

23. Plaintiff is precluded from recovering punitive damages, either in whole or in part, because: (a) there is no applicable statutory basis; (b) Defendant at all times acted without oppression, fraudulent intent, or malice; (c) Plaintiff fails to allege facts sufficient to allow recovery of punitive or exemplary damages against Defendant; (d) none of the acts or omissions to act alleged in the Complaint were committed by an officer, director, managing agent of Defendant; and/or (e) punitive damages claims are barred and should be stricken to the extent they are unconstitutional under the California and United States Constitutions.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(After-Acquired Evidence)

24. The Complaint, and each and every cause of action alleged therein, is barred by the after-acquired evidence doctrine.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(No Pre-Judgment Interest)

25. The Complaint, and each purported cause of action therein, fails to state facts sufficient to entitle Plaintiff to an award of pre-judgment interest.

ADDITIONAL DEFENSES

Defendant presently has insufficient knowledge or information upon which to form a belief as to whether there may be additional defenses so it reserves the right to assert additional defenses if discovery indicates that additional defenses are appropriate.

PRAYER

WHEREFORE, Defendant prays for judgment in its favor and against Plaintiff as follows:

1. That the Complaint be dismissed with prejudice;
2. That Plaintiff take nothing by virtue of this action;
3. That judgment be entered in favor of Defendant;
4. That Defendant be awarded attorneys' fees and costs of suit incurred herein; and
5. For such other and further relief as the Court may deem proper.

DATED: February 5, 2020

REED SMITH LLP

By: Garrett C. Parks
Garrett C. Parks
Attorneys for Defendant
Tyler Technologies, Inc.

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is REED SMITH LLP, 101 Second Street, Suite 1800, San Francisco, California 94105-3659. On **February 5, 2020**, I served the following document(s) by the method indicated below:

DEFENDANT TYLER TECHNOLOGIES, INC.'S ANSWER TO COMPLAINT

- by transmitting via facsimile on this date from fax number +1 415 391 8269 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 PM and was reported complete and without error. The transmission report, which is attached to this proof of service, was properly issued by the transmitting fax machine. Service by fax was made by agreement of the parties, confirmed in writing. The transmitting fax machine complies with Cal. R. Ct. 2.306.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business.
- by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below. A signed proof of service by the process server or delivery service will be filed shortly.
- by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below. A copy of the consignment slip is attached to this proof of service.
- by transmitting via email to the parties at the email addresses listed below:

Siddharth Jhans
JHANS LAW
2121 North California Blvd.
Suite 290
Walnut Creek, CA 94596
Telephone: 415.994.2653
Email: sid@jhanslaw.com

Attorneys for Plaintiff
Marianne Kohlmann

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 5, 2020**, at San Francisco, California.

Karen Ellis

EXHIBIT B

1 Garrett C. Parks (SBN 297971)
2 Email: gparks@reedsmit.com
REED SMITH LLP
101 Second Street
3 Suite 1800
4 San Francisco, CA 94105-3659
Telephone: +1 415 543 8700
Facsimile: +1 415 391 8269
5
6 Attorneys for Defendant
TYLER TECHNOLOGIES, INC.
7
8

SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF CONTRA COSTA
10
11 MARIANNE KOHLMANN, Case No. C20-00008
12 Plaintiff,
13 vs.
14 TYLER TECHNOLOGIES, INC., an entity; and
DOES 1 through 25, inclusive,
15 Defendants.
16

**NOTICE TO CLERK AND TO PLAINTIFF
OF NOTICE OF REMOVAL TO FEDERAL
COURT**

Complaint Filed: January 6, 2020

17 **TO THE SUPERIOR COURT AND TO ALL PARTIES AND THEIR ATTORNEYS
18 OF RECORD:**

19 **PLEASE TAKE NOTICE** that Defendant Tyler Technologies, Inc., has filed the Notice of
20 Removal that is attached as **Exhibit A** pursuant to 28 U.S.C. §§ 1441 and 1446, asserting original
21 federal jurisdiction on the basis of diversity under 28 U.S.C. § 1332(a)(1), and has removed the
22 action to the United States District Court for the Northern District of California.

23 DATED: February 5, 2020

24 REED SMITH LLP
25
26 By: 
27 Garrett C. Parks
28 Attorneys for Defendant
Tyler Technologies, Inc.